

HSBC Retail Client Terms of Business

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HSBC UK BANK PLC

RETAIL CLIENT TERMS OF BUSINESS FOR GLOBAL MARKETS SERVICES

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These Terms of Business for Global Markets Services are important and you should read them carefully to ensure you understand them fully (we recommend taking legal advice, if necessary) and retain a copy for your records, as these Terms of Business for Global Markets Services will constitute a legally binding contract between HSBC UK Bank plc and you.

Part 1 – Introduction and purpose

1. Introduction

- 1.1 These Terms of Business for Global Markets Services, together with any schedules, supplemental terms, accompanying documents and each confirmation recording the details of any transaction under it (together, as amended from time to time, the “**Terms**”), set out the terms and conditions of your relationship with the Global Markets business of HSBC UK Bank plc in relation to the Services (as further described in Clause 2).
- 1.2 Where you wish to use our electronic services, separate electronic service terms will be provided to you. The provision of such electronic services will be subject to these Terms as supplemented by such electronic service terms.
- 1.3 We may provide our services in relation to products which are not regulated by the Financial Conduct Authority (the “**FCA**”) and/or the Prudential Regulation Authority (the “**PRA**”).
- 1.4 These Terms have been prepared on the basis that you are a Retail Client.
- 1.5 For the purposes of these Terms:
 - 1.5.1 “**we**”, “**us**” or “**HSBC**” means HSBC UK Bank plc, acting through its Global Markets business;
 - 1.5.2 “**you**” means the person or persons entering into these Terms in their capacity as clients of HSBC; and
 - 1.5.3 “**Party**” means a party to these Terms.

2. The Services that we will provide to you under these Terms

- 2.1 Our Services for Retail Clients:
 - 2.1.1 Subject to these Terms and the limitations set out under Clause 2.2, HSBC may provide the following services to you in accordance with Applicable Law:
 - (i) buying or selling or otherwise dealing with you or arranging for you, as applicable, in relation to:
 - (a) Products; and
 - (b) FX Transactions; and
 - (ii) such other services as may be agreed between you and HSBC from time to time, (together, the “**Services**”).
 - 2.1.2 We assess what products and services should be made available to our different client and target market types. We will provide you services where our identified target market for such services includes Retail Clients. This means that there may also be products and services which will not be available to you as a Retail Client.
 - 2.1.3 Our provision of research and sale services (and related services) under Clause 2.1.1(ii) may be subject to you entering into an agreement with us for the provision of such services, in particular, where there is a regulatory requirement for HSBC to price and supply research and execution services separately.
- 2.2 Limitations on the scope of our Services:
 - 2.2.1 Our Services do not include investment advice or personal recommendations.
 - 2.2.2 We do not provide any representations as to the suitability of any of our Services.

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- 2.2.3 You are responsible for obtaining any legal, accounting, financial or tax advice you may need in determining whether any Product, FX Transaction or Service is suitable for your needs or the needs of your business.
 - 2.2.4 Any information provided to you in relation to these Terms (including, but not limited to, any market information or research forecasts shared with you in relation to any proposed Order or otherwise) will be for your information only and is not in any way to be relied upon as financial advice as to the suitability of placing an Order or entering into any Product, FX Transaction or Service.
 - 2.2.5 Insofar as is permissible under the FCA rules, HSBC does not owe you any Fiduciary Duty or any similar obligation under these Terms.

2.3 Risk warnings:

- 2.3.1 We will provide you with a notice of risks related to our Products and FX Transactions.
- 2.3.2 This information will be made available at <http://www.gbm.hsbc.com/financial-regulation/market-structure/mifid/policies-disclosures> or such other website as notified to you by us. You should read the notice carefully.
- 2.3.3 Where required by Applicable Law, if we offer you a service or product as part of a package or as a condition of the same agreement or package, we will inform you if the risks resulting from the agreement or package are likely to be different from the risks associated with the components when taken separately and we will provide you with an adequate description of the different components of the agreement or package and the way in which its interaction modifies the risks.

3. These Terms

- 3.1 Please return a signed copy of these Terms to us to confirm your acceptance of these Terms. By executing these Terms, you are also agreeing to each transaction you enter into under relevant product terms being subject to these Terms, including, but not limited to, our Best Execution Policy, each as amended or supplemented from time to time.
- 3.2 Notwithstanding Clause 3.1, where you fail to sign the Terms but begin or continue to use or instruct us on any Service or undertake business with us in relation to any transaction or Service, this will be taken as an indication that you have agreed to these Terms on and from the date on which you receive these terms (as determined in accordance with Clause 32). We shall not be bound by any terms of business or other contractual documentation sent by you or on your behalf from time to time unless we expressly agree in writing to be so bound.
- 3.3 If you have any questions about these Terms or about the Services we are offering under these Terms, please contact your usual HSBC representative.
- 3.4 You agree that you will promptly supply us with any information and/or documentation that we may request from time to time to enable us to comply with: (i) any legal and regulatory requirements which may apply to us, including, but not limited to, the requirements under the Money Laundering Regulations 2007 (as amended or supplemented from time to time); or (ii) in the case of industry/market voluntary codes, any such codes with which we choose to comply.

4. Interpretation, effective date and interaction with other agreements

- 4.1 Words and phrases used within these Terms which hold particular meanings are defined within these Terms and are also listed in Schedule 1.
- 4.2 These Terms shall take effect from the date on which you sign these Terms (or, if Clause 3.2 applies, the date on which you receive these Terms, which shall, in the absence of evidence to the contrary, be deemed to have taken place in accordance with the provisions of Clause 32 of these Terms).
- 4.3 If there is a conflict between these Terms and any product terms (for example, an International Swaps and Derivatives Association Master Agreement), the terms of the product terms will prevail to the extent that the conflicting term is specific to the relevant product. If there is a conflict between these Terms and any specifically negotiated agreements (for example, a mandate letter), the terms of the specifically negotiated agreement will prevail.

4.4 These Terms will govern the Products, FX Transactions and Services provided by the Global Markets business of HSBC UK Bank plc regardless of any relationship or terms you have with other parts of the HSBC Group.

5. Information about us

5.1 HSBC UK Bank plc is a member of a group of companies, the ultimate holding company of which is HSBC Holdings plc (the “**HSBC Group**”).

5.2 The registered address of HSBC UK Bank plc is 1 Centenary Square, Birmingham B1 1HQ, United Kingdom. HSBC UK Bank plc is registered in England, with company registration number 09928412. HSBC UK Bank plc’s email address for communications in relation to this Agreement is regulatory.business.support.europe@HSBC.com.

5.3 HSBC UK Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSBC UK Bank plc appears on the United Kingdom’s financial services register with firm reference number 765112.

5.4 HSBC UK Bank plc’s VAT identification number is GB 365684514.

5.5 The address of the Prudential Regulation Authority is Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA, United Kingdom. The address of the Financial Conduct Authority is Financial Conduct Authority, 12 Endeavour Square, London E20 1JN, United Kingdom.

6. HSBC’s capacity

6.1 In providing the Services referred to in Clause 2 (*The Services that we will provide to you under this Agreement*) pursuant to this agreement, HSBC may be acting:

6.1.1 as principal;

6.1.2 as agent on your behalf;

6.1.3 as a combination of Clauses 6.1.1 and 6.1.2; or

6.1.4 as agent, arranger or introducer for Connected Companies in the provision of the Services concerned.

6.2 HSBC may use a Connected Company as an agent, arranger, introducer or otherwise in or for the purposes of carrying on its business under this Agreement.

7. Your capacity and authority

7.1 You warrant that you will act as principal. As a result, we, in our dealings with you, will assume that the FX Transactions you enter into are for you and no one else.

7.2 You represent and warrant that you have all necessary authorities and consents to enable you to enter into both these Terms and any transactions pursuant to these Terms.

7.3 HSBC may rely on any order, direction or instruction from you or any person who is, or is believed by us in good faith to be, a person designated or authorised by you to give instructions in relation to these Terms (an “**Order**”). HSBC may accept and act without further enquiry upon such instructions and/or Orders. You will be responsible for, and bound by, any Order and any resulting transaction resulting from those instructions and/or Orders.

8. Financial crime requirements

8.1 Each Party will comply with all Applicable Law and has established and maintains policies and procedures reasonably designed to promote and achieve compliance with Applicable Law relating to Financial Crime.

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- 8.2 Our dealings with you will be covered by certain Applicable Laws relating to, among other Financial Crime matters, client identification and money laundering which may require us to seek further evidence and confirmation of your identity and the business that you propose to undertake with us.
- 8.3 If satisfactory evidence of your identity has not been obtained within a reasonable period, we reserve the right not to accept or process any Order or otherwise to cease to deal with you.
- 8.4 You will not directly or indirectly use the proceeds of any transaction concluded with or through us, or lend, contribute or otherwise make available such proceeds to any Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the target of country- or territory-wide Sanctions or (ii) in any other manner that would result in a violation of Sanctions by any Person.
- 8.5 You will not, in connection with any transaction concluded with or through us, violate any Applicable Law relating to bribery and corruption.
- 8.6 You shall: (i) to the extent permitted by Applicable Law, promptly report to HSBC any breach or suspected breach of any of your obligations or undertakings with respect to Financial Crime; (ii) make all reasonable efforts to rectify promptly such breach or suspected breach to the fullest extent practicable; and (iii) assist HSBC in investigating and remedying any such breach or suspected breach.
- 8.7 We shall have the right to suspend or terminate any transaction between us on immediate written notice should we become aware of a breach of your obligations under this Clause 8.

9. Your classification as a Retail Client

- 9.1 Under the rules of the FCA, we are obliged to categorise each of our clients as either a Retail Client, a Professional Client or an Eligible Counterparty and to notify you of your categorisation.
- 9.2 The categorisations afford different levels of protection under the FCA rules, with the retail classification affording the greatest level of protection as compared to the professional client and eligible counterparty categorisations.
- 9.3 You have been classified as a Retail Client under these Terms.

10. Your right to request a different categorisation

- 10.1 You may request in writing to be classified as a Professional Client and HSBC may accept this at its discretion. Where it does so, you will be provided with our "Terms of business - Professional clients and eligible counterparties". In considering your request, HSBC will assess your relevant expertise and experience and whether you meet the requirements prescribed by any Applicable Law.
- 10.2 You are responsible for keeping HSBC informed about any changes that could affect your categorisation.

Part 2 – Transacting with us

11. Placing Orders with us

- 11.1 You may place Orders with us by any approved means notified to you by us from time to time for these purposes.
- 11.2 Where you place an Order with us, HSBC will act on instructions before receipt of any written confirmations and its records of communications shall be conclusive evidence of such instructions.
- 11.3 An Order will be legally binding on you and we shall have no responsibility for any error or inaccuracy in such Order. Therefore, before you instruct us to place an Order, you must carefully review the details provided by you and (if applicable) the quote received from us.
- 11.4 Subject to these Terms, you may request that an Order be amended or cancelled and we may, in our absolute discretion, amend or cancel such Order if it has not yet been executed. We do not guarantee that the original Order will not have been executed prior to such request, and any such request to amend or cancel an Order will have no effect on any Order which has already been executed.
- 11.5 Once you have placed an Order with us that Order will become immediately binding on you. However, you should not assume that we have executed the Order until we have informed you that we have done so.
- 11.6 We shall be under no obligation to execute your Order. For instance, we may not execute your Order in, without limitation, the following instances:
- 11.6.1 there is a lack of liquidity in the market;
 - 11.6.2 there is market disruption;
 - 11.6.3 Applicable Law, market practice or a rule or regulation would, in our reasonable opinion, prevent us from doing so;
 - 11.6.4 where you have insufficient credit; or
 - 11.6.5 where we are in doubt as to the authenticity of instructions.
- Consequently, we shall not be liable to you where we have declined an Order or have been unable to execute an Order.
- 11.7 Where permitted by Applicable Law, we will not be obliged to provide a quote for a transaction with you (including in relation to the termination of a transaction) and we may decline to provide a quote at any time in our absolute discretion. In particular, we may refuse to quote or enter into transactions on the basis of your credit status and other commercial considerations.

12. Appropriateness

- 12.1 When providing Services or Products (but not FX Transactions or Services in respect of FX Transactions) under these Terms, HSBC is under a regulatory obligation to consider whether those services and/or products are appropriate to you. In determining whether a service and/or product is appropriate to you, we will consider, amongst other things, your knowledge and experience in the investment field relevant to the particular service and/or product.
- 12.2 We will ask you for information in order to assess the appropriateness of a Service or Product for you (where required to do so under the FCA rules). If you fail to provide us on request all information regarding your knowledge and experience in the investment field relevant to the product(s) or service(s) offered, we may be unable to determine appropriateness and so may decline to provide you the Service or transact the Product with you. This information may include, where relevant, information on the types of services, transactions and investments with which you are familiar, the nature, volume and frequency of your transactions and the period over which they have been carried out, and the level of your education, profession or former profession. For the purposes of this Clause 12, “**you**” and “**your**” mean the person or

persons acting as the decision-maker to enter into transactions (on behalf of the person who has entered into these Terms).

- 12.3 You undertake to notify HSBC immediately if any of the information provided under Clause 12.2 changes in any respect.
- 12.4 Where the FCA rules permit, we will not consider the appropriateness of a Product or Service to you in relation to Non-complex Investments.

13. Settlement

- 13.1 Accounts shall be due for settlement and/or delivery on the date shown on the confirmation. It is your responsibility to ensure that money due to HSBC is paid and/or that documents are delivered to HSBC in good order by the due date for settlement.
- 13.2 If you make any payment under these Terms which is subject to any deduction or withholding whatsoever, you shall pay to HSBC such additional amount as is necessary to ensure that the amount actually received by HSBC will equal the full amount HSBC would have received had no such deduction or withholding been made. Any payment made by HSBC under these Terms which is subject to any deduction or withholding whatsoever will be made by HSBC less such deduction or withholding.
- 13.3 In placing an Order and entering into a transaction, you will be deemed to have authorised us to credit or debit any amounts owed to you or owed by you (as applicable) on the agreed payment date (the "**Settlement Date**") to or from the bank account(s) provided by you in accordance with your standard settlement instructions or direct debit authority (as applicable and each as amended or supplemented from time to time), even if this results in such account being overdrawn or any credit limit applicable to you being exceeded.
- 13.4 We shall be entitled to charge interest in respect of such amounts due and owing by you from the Settlement Date until the date such funds are made available by you (at such rate of interest as we may notify you of from time to time acting in good faith and in a commercially reasonable manner).
- 13.5 In the event of any settlement delay (that is, you do not pay amounts owing to us under Clauses 13 and/or 199), HSBC retains the right, if it considers it reasonable to do so, to close out the whole or part of the outstanding position.
- 13.6 Settlement of transactions that participate in CREST (such as electronic form shares and bonds) will generally be effected through the CREST system (being a securities settlement system operated by CRESTCo Limited) ("**CREST**").
- 13.7 Where you instruct HSBC to effect settlement by accepting the transfer of relevant Products to HSBC's nominated CREST account, you accept that payment obligations upon settlement will be dealt with through a settlement bank and that the creation of a settlement bank payment obligation will, to the extent of such obligation, discharge payment due from HSBC, or any other relevant entity.

14. Confirmations

- 14.1 Following execution of each transaction carried out pursuant to these Terms, we will provide the key details of the transaction. Unless provided to you by a third party, we may also subsequently provide you with more detailed information regarding such transactions. The way in which we provide you with information will depend on the type of transaction and the way in which it was transacted and we may agree or otherwise notify you in advance of how such information will be provided. On your request, we will supply information about the status of your transaction.
- 14.2 Any question, matter or dispute in relation to the terms of a transaction must be raised by you orally or in writing forthwith upon receipt by you of the information provided in respect of that transaction, failing which, in the absence of manifest error, such information shall be conclusive and binding on you.

Part 3 – Our policies, governance and commitments

15. Client money

- 15.1 There may be circumstances where HSBC receives funds that belong to you; for instance, where funds are received which are not immediately applicable to a Delivery versus Payment.
- 15.2 Where funds are received by HSBC, they will be held in an account in HSBC's capacity as a CRD Credit Institution.
- 15.3 This means that your money will be held by HSBC as banker and not as trustee or (as applicable) agent. As a result, such money will not be held in accordance with the Client Money Rules.
- 15.4 If HSBC fails, the Client Money Distribution and Transfer Rules will not apply to these sums and so you will not be entitled to share in any distribution under the Client Money Distribution and Transfer Rules.

16. Execution

- 16.1 In relation to the execution of certain types of Order in Products (but not Structured Deposits or FX Transactions) for you, HSBC is under a regulatory duty to take all sufficient steps to obtain the best possible result for you, taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other relevant considerations. This is known as "**Best Execution**".
- 16.2 We are required to provide you with:
 - 16.2.1 a statement providing summary information on our Best Execution Policy (the "**Statement**"). Such Statement, which includes asset class annexes, sets out when the Best Execution requirements will apply; and
 - 16.2.2 a summary disclosure statement, specifically for Retail Clients (the "**Summary**").
- 16.3 We may update the Statement and the Summary from time to time.
- 16.4 The Statement and Summary will be made available at <http://www.gbm.hsbc.com/financial-regulation/market-structure/mifid/policies-disclosures>, or such other website as notified to you by us. You should read the Statement and Summary carefully.
- 16.5 HSBC owes no duties to you in respect of Best Execution, other than as set out in the FCA rules, and any other duties are expressly excluded.
- 16.6 **By accepting these Terms, you hereby expressly consent to any Services offered to you under these Terms being subject to our Best Execution Policy.**
- 16.7 We may aggregate your Orders with the Orders of other clients, HSBC or any HSBC Group company. When doing so in relation to Orders for Products, HSBC must reasonably believe that it is unlikely that this will work to the overall disadvantage of the relevant clients. However, the effect of the aggregation may operate on some occasions to your disadvantage.
- 16.8 HSBC may execute your Orders on a Trading Venue; however, HSBC may also execute your Order outside of a Trading Venue (for example, when we are acting as principal and execute your order from our own inventory or where we execute your Order directly with another market participant).
- 16.9 **By accepting these Terms, you hereby expressly consent to HSBC executing your Orders outside of a Trading Venue.**
- 16.10 If you trade shares with us, you may give us an instruction to buy or sell at a specified price or better during a specified period of time (a "**Limit Order**"). Where you place a Limit Order in respect of a share admitted to trading on a regulated market (for example, The London Stock Exchange) or traded on a Trading Venue and we are not immediately able to execute at the relevant price, we are ordinarily under a regulatory

obligation to publicly display the order, for example by submitting the order for execution to a Trading Venue to increase the chances of earliest possible execution.

16.11 **By accepting these Terms you expressly instruct us not to make your order public.**

17. Conflicts of interest

17.1 Situations can arise where our interests, or those of our staff, conflict with your interests or where your interests compete with those of our other clients.

17.2 We will make available to you a description of our Conflicts of Interest Policy through our website <http://www.gbm.hsbc.com/financial-regulation/market-structure/mifid/policies-disclosures> or such other website as notified to you by us.

17.3 Our Conflicts of Interest Policy is a policy we maintain, setting out the circumstances which may constitute or may give rise to a conflict of interest, the procedures we will follow and the measures we will adopt to prevent or manage such conflicts (our “**Conflicts of Interest Policy**”). Where you request, we will provide you with further information on our Conflicts of Interest Policy.

17.4 Whilst we take all appropriate steps to identify and to prevent or manage conflicts of interest, where we are not reasonably confident that our arrangements are sufficient to ensure that risk of damage to your interests will be prevented, we will disclose to you the nature of the conflict and the steps that we have taken to mitigate the risk before undertaking business with you.

18. Recording and monitoring of communications

18.1 In certain circumstances, communications in relation to these Terms (including emails, voicemail, online chat conversations, telephone calls and website usage records) as well as paper correspondence such as envelopes or packages may be monitored, recorded or inspected (as appropriate) using monitoring devices or other technical or physical means. The monitoring of communications may take place where deemed necessary for purposes permitted by law from time to time, including, without limitation, to record evidence of business transactions and so as to ensure compliance with HSBC’s regulatory obligations and its policies and procedures.

18.2 As required by Applicable Law, HSBC will record telephone conversations and electronic communications that result in transactions or that may result in transactions in the Products.

18.3 Where HSBC is required to record communications under the FCA rules, a copy of the recording of the communications referred to in Clause 18.2 will be made available to you on request for a period of five years from the date of the communication. The FCA may request that we retain certain or specific records for longer than five years and, if it does, the records retained as a result of such an FCA request will be available to you for a period of up to seven years.

18.4 Any telephone conversations and electronic communications that are recorded in accordance with this Clause 18 may be recorded without use of a warning tone or other notification.

18.5 All recordings and other records shall be and remain our sole property. We may use such recordings and other records as evidence in court or other proceedings.

19. Costs and charges

19.1 Information on our costs and charges in relation to Products, FX Transactions and our Services (including, where relevant, broker commissions, taxes, settlement and other fees) (“**Costs and Charges**”) are available on our website <http://www.gbm.hsbc.com/financial-regulation/market-structure/mifid/policies-disclosures> or such other website as notified to you by us, and these are prepared in accordance with Applicable Law.

19.2 Where required by Applicable Law, the information under Clause 19.1 will provide for separate evidence of Costs and Charges where a Service is packaged with another service or product, or is provided as a condition for the same agreement or package.

19.3 You agree to pay HSBC, on demand, such Costs and Charges that could be reasonably anticipated and that we have properly incurred in the provision of Services under these Terms.

19.4 You shall be responsible for payment of all taxes due and for the making of all claims in relation thereto.

20. Fees, commissions or non-monetary benefits that we may receive or pay

20.1 HSBC may pay or receive fees, commissions or non-monetary benefits to and from a company in the HSBC Group or other third party where permitted by the FCA rules. HSBC will provide you with separate disclosure of the essential arrangements relating to such fees, commissions or non-monetary benefits where it is required to do so under Applicable Law. You consent to us retaining such commissions, rebates or other benefits.

20.2 Information on our general approach relating to these arrangements can be accessed through our website <http://www.gbm.hsbc.com/financial-regulation/market-structure/mifid/policies-disclosures>, or such other website as notified to you by us. You should read the notice carefully. We will also provide you with further details about such arrangements as they relate to particular services separately.

21. Confidentiality and data protection

21.1 This Clause 21 shall apply unless otherwise agreed.

21.2 Each of the Parties to these Terms will at all times keep confidential any Confidential Information it may acquire in connection with these Terms except as otherwise permitted by these Terms. “**Confidential Information**” means all information of a confidential nature (which is either marked “confidential” or is clearly by its nature confidential) disclosed by one Party to the other in connection with these Terms together with Personal Data or Special Category Data (as those terms are defined under EC Directive 95/46/EC or the General Data Protection Regulation (EU) 2016/679, both as implemented into UK law, as applicable), relating to individuals such as your employees, representatives and agents and those of your affiliates, subsidiaries and third parties, including clients (if any).

21.3 The obligations in this Clause 21 shall not apply to any Confidential Information (other than Personal Data or Special Category Data) lawfully in a Party’s possession otherwise than under or as a result of these Terms or coming into the public domain otherwise than by breach by any Party of its obligations contained in these Terms.

21.4 Notwithstanding the provisions of Clause 21.2, HSBC and any Connected Company may collect, use, transfer, disclose or otherwise process Confidential Information for the following purposes (the “**Purposes**”):

21.4.1 in connection with the provision of goods or services to you (for example: administration and operation of your account(s) both online and offline, account/product underwriting, research, statistical analysis, testing and benchmarking against HSBC and/or any Connected Company’s peer group);

21.4.2 in the operations of HSBC or any Connected Company (including, without limitation, credit and risk management, hedging against risk and managing customer demand, whether expected or unexpected, system or product development and planning, insurance, audit and administrative purposes);

21.4.3 to meet Compliance Obligations;

21.4.4 to conduct Compliance Activity;

21.4.5 to maintain HSBC’s overall relationship with you;

21.4.6 as part of the disposal or reorganisation or the granting of security interests or encumbrances over the whole or any part of the business or assets of HSBC or any Connected Company, or the transfer or securitisation of any rights or obligations; and

21.4.7 in accordance with Clause 21.8.

21.5 Confidential Information may be disclosed for the Purposes to any Connected Company (including their employees, directors and officers) as well as to the following recipients:

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- 21.5.1 any legal or regulatory Authorities in response to a request from them;
 - 21.5.2 persons acting on your behalf, Infrastructure Providers, payment recipients, beneficiaries, account nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, and companies in which you have an interest in securities (where such securities are held by HSBC for you);
 - 21.5.3 any party to a transaction acquiring interest in or assuming risk in or in connection with the Services; and
 - 21.5.4 other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references,

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied. Such recipients may process, transfer and/or disclose Confidential Information for the Purposes.

Wherever it is processed, Confidential Information will be protected by codes of secrecy and security with which HSBC, Connected Companies, third parties and their respective employees are required to comply.

- 21.6 HSBC, any Connected Company or any relevant third party may disclose Confidential Information if required or requested to do so by any tax authority or any other Authorities conducting tax investigations in any territory.
- 21.7 You undertake, represent and warrant that you have taken and will continue to take any steps needed (including, without limitation, notifying any relevant individuals and/or obtaining all relevant consents), to facilitate processing of Confidential Information for the Purposes. These Terms do not in any way restrict other rights HSBC or any Connected Companies may have now or in the future to otherwise process Confidential Information relating to you or relevant individuals under Applicable Law and under the terms of any other agreement with you.
- 21.8 Where permitted to do so, HSBC may from time to time use contact details that you have given us to provide you or your employees or those of any of your affiliates and subsidiaries with information about new products, services and promotions available from HSBC and Connected Companies and approved third parties by various means (including telephone, email, mobile messaging or other electronic communication) in accordance with your marketing preferences as notified to HSBC by you or your employees or those of any of your affiliates or subsidiaries.
- 21.9 Under data protection law, individuals may have the right to request access to or erasure of Personal Data relating to them, to restrict or object to its processing, and to require Personal Data to be corrected if inaccurate. Any individuals wishing to exercise such rights should contact their usual HSBC representative.

22. Pre-trade and post-trade publications

Without prejudice to Clause 21, you agree and acknowledge that HSBC has regulatory obligations in respect of any pre-trade or post-trade information relating to the execution of any transactions and HSBC may use this information for its own commercial purposes.

23. Feedback and complaints

23.1 Feedback:

We welcome any feedback on the quality of the services provided to you under these Terms. If you do have any feedback, please discuss this with your usual HSBC representative.

23.2 Complaints:

23.2.1 In the event that you have a complaint about the quality of HSBC's service to you under these Terms, you may speak to your usual HSBC representative or, alternatively, you can write to the HSBC Global Markets Compliance Department at our registered address set out in Clause 5.2. Further details of the complaints-handling process, including information about our complaints management policy and the contact details of our complaints management function, are available on request.

23.2.2 We will try to resolve your complaint as quickly as possible and to your complete satisfaction. If you cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service.

23.2.3 The Financial Ombudsman Service is a free and independent statutory dispute resolution scheme for financial services. Details of who are eligible complainants can be obtained from the Financial Ombudsman Service. The Financial Ombudsman Service's website is at <http://www.financial-ombudsman.org.uk> or such other website notified to you by us and it can be contacted at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123

24. Compensation

Depending on the type of service that we provide to you, our activities in relation to them may be covered by a deposit or investment protection scheme, established by law, to provide compensation if a financial firm is unable to meet its liabilities to clients. This protection is only available to certain types of clients (for example, it is not available for financial institutions) and is subject to certain limits, which will be reviewed from time to time. For the most up-to-date amounts, or for further details of the relevant schemes, please contact us or the relevant scheme.

24.1 Depositor compensation scheme:

24.1.1 HSBC is a participant in the Financial Services Compensation Scheme (the "FSCS") in the United Kingdom. The FSCS depositor compensation scheme is available to eligible claimants. You can obtain further up-to-date information regarding the compensation provided by the FSCS (including the amounts covered and eligibility to claim) on request from HSBC or from the FSCS (www.fscs.org.uk).

24.1.2 Compensation for Structured Deposits held by HSBC as deposit taker is available for claims for eligible deposits (currently up to £85,000 as at May 2018). For further details on us acting as a deposit taker, please see our website address <http://www.gbm.hsbc.com/financial-regulation/market-structure/dgsd> (or such other website notified to you by us).

24.1.3 In relation to the activities of arranging and selling of Structured Deposits to investors, as of May 2018 these are not covered by the FSCS; however, as of the same date, the FCA is consulting on extending protection to such activities. As mentioned above, please contact the FSCS or HSBC for up-to-date information on eligible deposits and compensation provided by the scheme in respect of any service under these Terms.

24.2 Investor compensation scheme:

24.2.1 The FSCS also operates the United Kingdom investor compensation scheme, which can pay compensation in respect of protected "investment business" (the scope of "investment business" is similar to our dealing and arranging services in relation to the Products under these Terms (excluding Structured Deposits)) where there is an eligible claim.

24.2.2 If you have eligible claims under the FSCS's investor compensation scheme, such claims are subject to maximum limits on compensation, as published from time to time on the FSCS's website. The compensation limit for investment business as at May 2018 is set at 100% of £50,000 per client per authorised firm.

24.2.3 You can obtain further up-to-date information on request from HSBC or from the FSCS (www.fscs.org.uk) about the compensation provided by the FSCS (including the amounts covered and eligibility to claim).

25. Know your client ("KYC") requirements

25.1 Our dealings with you will be covered by certain Applicable Laws relating to client identification and money laundering which may require us to seek further evidence and confirmation of your identity and the business that you propose to undertake with us. In addition, where you act as an agent on behalf of one or more

other persons, we may seek confirmation and/or evidence that appropriate evidence of the identity of such underlying clients has been obtained and recorded under procedures maintained by you.

- 25.2 If satisfactory evidence of your identity and/or the identity of any underlying client has not been obtained within a reasonable period, we reserve the right not to accept or process any Order or transaction in any Product, FX Transaction or Service or otherwise to cease to deal with you under these Terms.

Part 4 – General provisions

26. Termination

- 26.1 Subject to Clause 26.4, these Terms can be terminated by you immediately upon receipt by us of your written notice of termination.
- 26.2 Subject to Clause 26.4, unless required otherwise by the rules of the FCA or the PRA, these Terms can be terminated by us with written notice to you, effective 30 calendar days from the delivery of the notice (as determined in accordance with Clause 32).
- 26.3 We may also terminate these Terms by written notice to you immediately if:
- 26.3.1 we reasonably believe that you have breached any terms of these Terms, such as, by way of example, but not limited to: failing to comply with the terms of any transaction entered into; putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain these Terms with you; and/or you have become bankrupt, insolvent or you are unable to pay debts as they fall due; or
- 26.3.2 we reasonably believe that maintaining our relationship with you might expose HSBC or another member of the HSBC Group to action or censure from any government, regulator or law enforcement agency.
- 26.4 Termination by either Party is subject to all outstanding transactions being settled and all amounts in Clauses 26.5 and 26.6 being paid in full.
- 26.5 Upon delivery of a notice to terminate these Terms, all amounts payable by you to HSBC to and including the date of termination shall become immediately due and payable. These shall include (without limitation):
- 26.5.1 all outstanding fees, charges and commissions;
- 26.5.2 any losses and expenses realised in closing out any transactions or settling or concluding outstanding obligations incurred by HSBC with you and/or on your behalf; and
- 26.5.3 any other amounts which are due and payable by you but which are unpaid.
- 26.6 Upon delivery of a notice to terminate these Terms, all amounts, if any, payable to you by HSBC shall become due and payable on the termination date.
- 26.7 Any warranties or indemnities made by you under these Terms will continue after termination and Clauses 18, 21, 27, 38 and 40 shall continue after termination.

27. HSBC's recovery of liabilities, losses and costs

- 27.1 Subject to Clause 4.3, any indebtedness or liability incurred by you to HSBC shall, in the absence of express written consent by HSBC to the contrary, be due and payable on demand.
- 27.2 All payments due to us under these Terms shall be made free from, and without, set-off, withholding, counterclaim or deduction.
- 27.3 Subject to Applicable Law, we may set off any amounts due from you under any Product or FX Transaction or otherwise related to these Terms against any amounts owed by us to you, whether or not such obligations are arising under these Terms, present or contingent and irrespective of the currency of such obligation. If the obligations are in different currencies, we may convert either obligation at its then prevailing selling spot rate of exchange.
- 27.4 Without prejudice and in addition to any general lien, right of set-off or other similar rights which HSBC may be entitled to exercise over any of your Products or FX Transactions, monies or other property, your monies or other property shall be subject to a general lien in HSBC's favour, insofar as there remain any outstanding amounts due from you to HSBC in relation to liabilities arising under these Terms.

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- 27.5 If you default in paying any amount by the Settlement Date, HSBC shall be entitled (but only so far as consistent with the rules of the FCA) on such date to pay to the credit of, or as the case may be, debit to any account or accounts of yours with HSBC (or another member of the HSBC Group) the amount in question, together with any applicable interest (determined under Clause 13.4) and with or without the application of set-off in Clause 27.3, in the appropriate currency or, at HSBC's option, the equivalent thereof (at current market rates as we may notify you of from time to time acting in good faith and a commercially reasonable manner) in any other currency or currencies in which any balance on such account or accounts may then be denominated.
- 27.6 In addition to HSBC's rights in Clause 27.5, HSBC shall have the right (but only so far as consistent with the rules of the FCA) at any time without notice to set off and/or combine and/or consolidate all or any of your accounts maintained with HSBC (or another member of the HSBC Group) in such manner as HSBC may determine.
- 27.7 Subject to Clause 28.1, you agree to indemnify us against all losses, costs and demands arising directly or indirectly from the provision of Services hereunder, except to the extent that such losses, costs and demands are due directly to our or any of our directors', officers', employees' or agents' negligence, fraud or wilful default.
- 27.8 Nothing in this Clause 27 restricts our ability to take legal or other action to recover the debts caused by the non-payment of amounts due to us by you, whether under these Terms or otherwise.

28. HSBC's limitation of liability

- 28.1 Nothing in these Terms will exclude or limit any duty or liability that we may have to you under the FCA or the PRA rules or other regulatory requirement; or that Applicable Law does not allow to be excluded or limited.
- 28.2 Neither HSBC nor any of our directors, officers, employees or agents accepts any liability for any loss, cost, tax or expense suffered or incurred by you as a result of, or in connection with, the provision of Services hereunder by us unless, and then only to the extent that, such loss, cost, tax or expense are incurred directly by you and are caused by proven negligence, fraud or wilful default on the part of HSBC or its directors, officers, employees or agents in the provision of such Services.
- 28.3 Where HSBC fails to take any action which in our opinion would breach a regulatory requirement or market practice, HSBC will not be liable to you.
- 28.4 In respect of any losses arising from any cause beyond our reasonable control and the effect of which is beyond our control to avoid or, any losses that we could not reasonably foresee when provided with an instruction which we act upon, HSBC will not be liable to you.

29. Representations and warranties

- 29.1 You represent, warrant and undertake to us on the date that you enter into these Terms and on each date that you place an Order or enter into a Product or an FX Transaction that:
- 29.1.1 you have taken into account and understand and accept the various risks associated with the Services, Products and FX Transactions offered under these Terms;
- 29.1.2 you understand that, unless we agree otherwise, we are offering execution only services pursuant to these Terms and you have made your own independent decision to enter into these Terms, place an Order or enter into a transaction, including, but not limited to, whether a Product or FX Transaction is suitable for you and whether an FX Transaction is appropriate or proper for your purposes, and you are not relying on any communication from us (oral or written) as investment advice or as a recommendation to place an Order or enter into any transaction under these Terms;
- 29.1.3 all information provided by you or on behalf of you to us is true, accurate and not misleading and you will notify us as soon as possible in the event that there is a change to such information;
- 29.1.4 you have, and will comply with, all the necessary consents, licences and authorisations and powers to enter into and perform your obligations under these Terms and in respect of each Order, Product or FX Transaction, and you have taken all necessary actions to authorise such execution and performance;

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- 29.1.5 you will, on demand by HSBC, deliver to HSBC copies of (or evidence of) any relevant consents and compliance with Applicable Laws as HSBC may reasonably require from time to time; and
- 29.1.6 you are duly constituted or organised and validly existing and in good standing under the laws of the jurisdiction of your incorporation.

30. Variation

HSBC may at any time vary or qualify any one or more of these Terms by written notice to you in good time before such variation or qualification where it is practicable to do so. Such revised terms will become effective on the date specified in the notice.

31. Transfer and assignment

31.1 General:

- 31.1.1 You may not transfer or assign any of your rights or obligations under these Terms without the prior written consent of HSBC.
- 31.1.2 Subject to Clause 31.2, HSBC may not transfer or assign any of its rights or obligations under these Terms without your prior written consent.

31.2 Transfer within the HSBC Group:

- 31.2.1 HSBC may, at any time, transfer all or any part of its rights and/or obligations under these Terms to a third party in the same group as HSBC (each, a “**Transferee**”) if it has given you reasonable notice of the transfer (unless it is impracticable to give you such notice).
- 31.2.2 Upon the effective date of the transfer as set out in the notice (or otherwise where it was impracticable to give you such notice):
- (i) the rights and/or obligations of you and HSBC shall be transferred to the Transferee and you and HSBC will be released from further obligations to each other; and
 - (ii) you and the Transferee will simultaneously acquire the same rights and assume the same obligations between yourselves as would have been acquired and assumed had the Transferee been an original party hereto instead of HSBC.

32. Contacting us

32.1 Communications in relation to these Terms and the Services under it shall be in English.

32.2 Subject to Clause 32.3, you may generally communicate with us as through your usual HSBC representative as follows:

- 32.2.1 by post, personal delivery or in person at our registered office set out in Clause 5.2;
- 32.2.2 by telephone; and
- 32.2.3 where we agree, by email.

32.3 Where you are obliged to communicate in writing under these Terms, you shall do so:

- 32.3.1 by post or personal delivery to our registered office set out in Clause 5.2; or
- 32.3.2 where we agree, by sending an email to an email address that we will provide you with for the purpose from time to time.

32.4 Proving delivery:

In either Party proving service or delivery of the relevant communication, it shall be sufficient to prove that it was correctly addressed and was posted or, where it was delivered otherwise than by post, that it was delivered to the correct address or, where it was sent by electronic means, that it was transmitted to the correct number or email address as last notified by the relevant Party.

33. Provision of information

- 33.1 We are required to provide you with certain information disclosures in relation to the Services that we provide to you and to provide you with choice as to how that information is provided to you. Please see the form in Schedule 2 setting out in more detail how we will provide information to you, unless you choose otherwise through the elections in Schedule 2.
- 33.2 These Terms are drafted on the basis that you are not a “consumer” as defined in the E-Commerce Directive 2000/31/EC as implemented into UK law, and as may be amended from time to time (the “**E-Commerce Directive**”), (i.e. you are not an individual or, if you are, you are dealing in the course of your trade, business or profession). As a non-consumer, you hereby agree to the fullest extent permissible under the E-Commerce Directive that we shall not be required to make any disclosures or comply with any requirements which would otherwise be required by the E-Commerce Directive.

34. Circumstances outside of HSBC’s control

- 34.1 HSBC shall not be in breach of these Terms if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of, any total or partial failure, interruption or delay in performance of its duties and obligations occasioned by circumstances outside of HSBC’s control.
- 34.2 Such circumstances may include, but are not limited to, any act of God, fire, act of government, state, governmental or supranational body or authority or any investment exchange and/or clearing house, war, civil commotion, terrorism, failure of any computer dealing system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond HSBC’s control.
- 34.3 Should an event described in Clauses 34.1 and 34.2 occur, HSBC shall have the right to terminate and close out any transaction affected by such event and entered into under these Terms.

35. Screening

- 35.1 In order for HSBC to meet its Relevant Requirements, HSBC and any HSBC Group company may take any necessary action, including, without limitation, intercepting and/or investigating transactions on your accounts with HSBC (particularly those involving the international transfer of funds), including the source of or intended recipient of funds paid into or out of your accounts.
- 35.2 Exceptionally, the action described in Clause 35.1 may delay or prevent the carrying out of your instructions, the settlement of transactions over your accounts or HSBC’s performance of its obligations under these Terms.
- 35.3 Where reasonably practicable (and consistent with Applicable Law), HSBC will advise you of the reasons for, and likely length of, any delay described in Clause 35.2.
- 35.4 Without prejudice to Clause 28, neither HSBC nor any HSBC Group company shall have any liability (whether direct, indirect or consequential and including, without limitation, loss of profit or interest) caused in whole or in part by any actions which are taken by HSBC or any HSBC Group companies to comply with the Relevant Requirements (including, without limitation, those actions referred to in this Clause 35).

36. Illegality

If any provision or term of these Terms or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term, provision or part shall be divisible from these Terms and shall be deemed to be deleted from these Terms.

37. No waiver

Our failure or delay in exercising any right, power or privilege in respect of these Terms will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or exercise of any other right, power or privilege.

38. Rights of third parties

- 38.1 Any company within the HSBC Group may enforce the terms of Clause 27 and the right of HSBC to vary any of these Terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 38.2 Except as provided in Clause 38.1, a person who is not a Party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any one of these Terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 38.3 The rights of the Parties to these Terms to rescind or vary these Terms are not subject to the consent of any other person.

39. Rights and remedies

The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law.

40. Governing law and jurisdiction

- 40.1 These Terms, and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law.
- 40.2 Each of the parties to these Terms irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any suit, action or other proceedings relating to these Terms, and irrevocably submits to the jurisdiction of such courts.

Schedule 1

Definitions

In these Terms, the following words and expressions shall, unless the context otherwise requires, bear the following meanings given to them:

“Applicable Law” means:

- (i) all applicable laws;
- (ii) all applicable regulations and requirements imposed by any competent regulatory, prosecuting, tax or Governmental Authority in any jurisdiction, domestic or foreign (including, without limitation, the FCA rules), or imposed by or arising under the constitution, rules, regulations, bylaws, customs, usages and interpretations of any exchange, trading system, trading venue or organised market on which purchasers and sellers of securities or other investment instruments are brought together, and any clearing house, settlement exchange or other service provided to facilitate clearing and settlement; and
- (iii) any agreement entered into with, or between, any competent regulatory, prosecuting, tax or Governmental Authority in any jurisdiction, domestic or foreign;

“Authorities” means any competent regulatory, prosecuting, tax or Governmental Authority in any jurisdiction, domestic or foreign;

“Best Execution” means, in relation to the execution of certain types of Order in Products (but not Structured Deposits or FX Transactions), HSBC is under a regulatory obligation to take all sufficient steps to obtain the best possible result for you, taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other relevant considerations;

“Best Execution Policy” means our policy and related arrangements on Best Execution in respect of our Global Markets activities, which explains how we will execute orders for you;

“Client Money Distribution and Transfer Rules” means the FCA rules which set out the rights of clients for whom a firm holds money under the Client Money Rules in the event that that firm fails;

“Client Money Rules” means the rules of the FCA which set out the obligations of a firm when it holds money as a trustee on behalf of a client in connection with the firm’s regulated business;

“Compliance Activity” means any activity performed by a Connected Company considered to be appropriate, acting reasonably, to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime, international and national guidance, relevant HSBC procedures and/or the direction of any public, regulatory or industry body relevant to any member of the HSBC Group;

“Compliance Obligation” means obligations of a Connected Company to comply with: (a) any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order or international guidance and HSBC’s mandatory policies or procedures, (b) any demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under law or (c) any Applicable Laws or internal policies requiring HSBC to verify the identity of its customers;

“Conflicts of Interest Policy” means a policy we maintain setting out the circumstances which may constitute or may give rise to a conflict of interest, the procedures we will follow and the measures we will adopt to prevent or manage such conflicts;

“Connected Company” means HSBC Holdings plc and, from time to time, any subsidiary thereof (as defined in section 1159 of the Companies Act 2006) or affiliated company thereof (as defined in the FCA rules) and (a) agents of any such person, and (b) direct or indirect third party service providers of any of the foregoing persons;

“Costs and Charges” means costs and charges in relation to Products, FX Transactions and our Services (including, where relevant, broker commissions, taxes, settlement and other fees);

“CRD Credit Institution” has the meaning given to it under the FCA rules, but in broad terms it is a company which is established in the European Union and whose business is to take deposits and to make loans; most banks (including HSBC) are CRD credit institutions;

“CREST” means a securities settlement system operated by CRESTCo Limited;

“Delivery versus Payment” means a way of settling transactions that require a cash payment to be made before, or at the same time as, the delivery of the financial product;

“Designated Investment” means those investments included in the definition of ‘designated investment’ in the FCA rules which a ring-fenced bank such as HSBC UK Bank plc is permitted to enter into as principal under The Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014. This includes certain currency swaps, interest rate swaps and forward contracts relating to currencies or commodities;

“Eligible Counterparty” has the meaning given to it in the FCA rules;

“FCA” means the United Kingdom Financial Conduct Authority, or any successor regulator, which may regulate the provision of HSBC’s services under these Terms;

“FCA rules” or **“rules of the FCA”** means the rules, regulations and procedures of the FCA in force from time to time;

“Fiduciary Duty” means any duty where a financial institution holds, manages, oversees or has responsibilities for assets for a third party that involves a legal and/or regulatory duty to act with the highest standard of care and with utmost good faith. A fiduciary must make decisions and act in the best interests of the third parties and must place the wants and needs of the third party first, above the needs of the fiduciary;

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any laws or regulations relating to these matters;

“FSCS” means the Financial Services Compensation Scheme;

“FX Transactions” means FX spot and FX transactions entered into by you which are: (a) for commercial purposes; (b) not for investment or speculative purposes; and (c) in order to facilitate payment for identifiable goods, services or direct investment;

“Governmental Authority” means the government of any jurisdiction, or any political subdivision thereof, whether provincial, state or local, and any department, ministry, agency, instrumentality, authority, body, court, central bank or other entity lawfully exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;

“HSBC” means HSBC UK Bank plc;

“HSBC Group” means the group of companies, the ultimate holding company of which is HSBC Holdings plc;

“Infrastructure Provider” means any third party providing shared market infrastructure necessary for a party to perform its obligations under these Terms including any communications, clearing, settlement or payment system, or intermediary or correspondent bank;

“Limit Order” means an instruction to buy or sell at a specified price or better during a specified period of time; **“Non-complex Investments”** means non-complex investments that are described under the FCA rules and, very broadly, includes (subject to certain exceptions and not limited to): shares admitted to trading on certain venues; bonds or other forms of securitised debt admitted to trading on certain venues; money market instruments; shares or units in undertakings for collective investment in transferable securities (UCITS); and structured deposits;

“OFAC” means the Office of Foreign Assets Control of the US Department of the Treasury;

“Order” means any order, request for quote, direction or instruction from you or any person who is, or is believed in good faith to be, a person designated or authorised by you to give instructions in relation to these Terms. Best Execution will not necessarily apply to the Order (as set out further under Clause 16);

“Party” means a party to these Terms;

“Person” means an individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership;

“PRA” means the United Kingdom Prudential Regulation Authority or any successor regulator which may regulate the provision of HSBC’s services under these Terms;

“Products” means investments, such as (but not limited to) FX options, FX forwards not falling into the definition of FX Transactions (such as, but not limited to, forward extras, collars, boosted forwards, participating forwards and dual currency deposits) and interest rate derivatives (for example, interest rate swaps, caps and collars) and other Designated Investments and Structured Deposits;

“Professional Client” has the meaning given to it under the FCA rules;

“Relevant Requirements” means, in respect of HSBC, HSBC’s legal and regulatory obligations, any request of a public or regulatory authority or pursuant to internal policies applicable to HSBC in relation to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons;

“Retail Client” has the meaning given to it under the FCA rules, but in broad terms means an individual or undertaking (for example, a company, partnership, trust or other legal entity) that falls below certain balance sheet, net turnover, own funds and/or asset thresholds (as applicable), a local public authority, a municipality and, in certain cases, a public sector body and includes a client which is not a Professional Client or an Eligible Counterparty;

“Sanctions” means the sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any of the Sanctions Authorities;

“Sanctions Authorities” means:

- (i) the United States of America;
- (ii) the United Nations;
- (iii) the European Union;
- (iv) the United Kingdom;
- (v) Hong Kong;
- (vi) the jurisdiction of your incorporation or establishment; or
- (vii) the respective Governmental Authorities of any of the foregoing, including, without limitation, OFAC, the US Department of State and Her Majesty’s Treasury;

“Services” means the following services provided by HSBC to you in accordance with Applicable Law:

- (i) buying or selling or otherwise dealing with you or arranging for you, as applicable, in relation to:
 - (a) Products; and
 - (b) FX Transactions; and
- (ii) such other services as may be agreed between you and HSBC from time to time;

“Settlement Date” means the agreed payment date;

“Statement” means a client disclosure statement;

“Structured Deposits” has the meaning given to it in the FCA rules, and in summary is a deposit which is fully repayable at maturity on terms under which interest or a premium will be paid or is at risk, according to a formula involving factors such as:

- (i) an index or combination of indices, excluding variable rate deposits whose return is directly linked to an interest rate index such as Euro Interbank Offered Rate (EURIBOR) or Intercontinental Exchange London Interbank Offered Rate (LIBOR);
- (ii) a financial instrument or combination of financial instruments;
- (iii) a commodity or combination of commodities or other physical or non-physical non-fungible assets; or
- (iv) a foreign exchange rate or combination of foreign exchange rates;

“Summary” means a summary disclosure statement;

“Terms” means these Terms of Business for Global Markets Services, together with any supplemental terms, accompanying documents and each confirmation recording the details of any transaction under it, as amended from time to time;

“Trading Venue” has the meaning given to it under the FCA rules, but broadly includes regulated markets (for example, The London Stock Exchange) and alternative venues where multiple third-party buying and selling trading interests interact (known under the FCA rules as multilateral trading facilities and organised trading facilities);

“Transferee” means any entity within the same group as HSBC, to whom HSBC transfers all or any part of its rights and/or obligations under these Terms;

“we”, **“us”** or **“HSBC”** means HSBC UK Bank plc, acting through its Global Markets business; and

“you” means the person or persons entering into these Terms in their capacity as clients of HSBC.

Schedule 2

Provision of information consents form

Please read this form carefully before signing these Terms

We are required to provide you with certain information disclosures in relation to the Services that we provide to you and to get your consent on how we provide such information to you.

1. Consent 1: Communication information addressed to you personally

This consent relates to how we may communicate information that is addressed **to you personally**.

By signing these Terms, you consent that HSBC may provide information addressed to you personally by way of a durable medium other than paper (such as by way of e-mail or a HSBC website notified to you). If you wish to receive this information by paper only, please tick the box below.

Please tick here if instead you wish to receive information addressed to you personally only by paper.

2. Consent 2: Communication of information not addressed to you personally

Certain of our information disclosures are general in nature and will **not be personally addressed to you but will be addressed to all or some of our other clients**.

This consent relates to whether we can provide such information to you via our website.

Where you provide your consent, we will notify you by email of the website address and how the information may be accessed.

By signing these Terms, you consent that HSBC may provide information not addressed to you personally by way of a website notified to you. If you want to receive this information by paper only, please tick the box below.

Please tick here if instead you wish to receive information not addressed to you personally only by paper.

3. Consent 3: Communication of the key information document for certain transactions

This consent relates to instances where we are selling you certain packaged retail investment products (by way of example, these include, but are not limited to, certain derivatives and structured deposits).

Before we sell you such products, we are obliged to provide you with a key information document relating to these products.

It is in relation to the communication of this key information document that we are seeking your consent to provide such document to you by means of a website or a durable medium other than paper. Where we provide you with this document by means of a website or a durable medium other than paper, you also have the right to request a paper copy of the key information document free of charge.

Where you provide your consent, any key information document HSBC, as the entity selling the relevant product, provides to you by means of a website will be made available at the following web location <https://www.evolve.hsbc/priips> or such other website notified to you by us.

Any such key information document may be revised from time to time and the revised key information document will be made available at the following web location <https://www.evolve.hsbc/priips> or such other website notified to you by us.

HSBC will either provide you with a unique identifier to locate the key information document on such website or, for deliverable forwards and non-deliverable forwards, the website will provide key information documents that are representative for these products.

By signing these Terms, you consent to us providing any relevant key information document by means of a website (as notified above) or a durable medium other than paper (such as by e-mail), unless you tick the box below.

Please tick here if instead you wish to receive the key information document only by paper.

This Agreement has been entered into on the date stated in Clause 4.2.

SIGNED for and on behalf of

HSBC UK BANK plc

HSBC UK Bank plc's signatory: please sign below, print full name and print title

By:

Name:

Title:

Date:

SIGNED by

Client to print full name of corporate entity/undertaking

.....

Acting by

Client's first authorised signatory: please sign below, print full name, print title, print email address

By:

Name:

Title:

To evidence to us that you have regular access to the internet so that we may understand whether it is appropriate to provide information to you through electronic means (unless you have indicated otherwise to us under Schedule 2), please include your email below:

Email address:

Date:

Client's second authorised signatory: please sign below, print full name, print title, print email address

By:

Name:

Title:

To evidence to us that you have regular access to the internet so that we may understand whether it is appropriate to provide information to you through electronic means (unless you have indicated otherwise to us under Schedule 2), please include your email below:

Email address:

Date: